



STATE OF ARIZONA

NOTICE OF REQUEST FOR PROPOSAL

SOLICITATION NUMBER:	VSP09-136		
SOLICITATION DUE DATE/TIME:	November 3, 2008 at 3:00 PM PST		
SUBMITTAL LOCATION:	Arizona Department of Veteran's Services Purchasing Office 4141 N. 3rd Street Phoenix, Arizona 85007		
DESCRIPTION:	Rehabilitative Services		
PRE-OFFER CONFERENCE:	October 20, 2008	9:00 a.m.	4141 N. 3rd Street Phoenix, Arizona 85007
	Date	Time	Location
CONTRACT TERM:	Date of Award for One (1) year with 4 renewal options		
THIS PROPOSAL IS OFFERED BY:			

In accordance with A.R.S. §41-2533, competitive sealed proposals for the material, service or construction specified will be received by the ADVS Purchasing Office, at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Proposals must be in the actual possession of the ADVS Purchasing Office on or prior to the exact time and date indicated above. Late proposals will not be considered, except as provided in the Arizona Procurement Code.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and a complete Request for Proposal returned along with the offer by the time and date cited above. Additional instructions for preparing a proposal are provided on the following pages.

Offerors are strongly encouraged to carefully read the entire Request for Proposal.

Solicitation Contact Person:

Diana Martinez

Name

602-263-1814

Telephone Number

dmartinez@azdvs.gov

e-mail address

Kelli Gourdeaux, Purchasing Officer

Date

.	<p style="text-align: center;">Uniform Instructions to Offerors</p> <p style="text-align: center;">Solicitation No: VSP09-136</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 263-1814 (602) 297-6683 Fax</p>
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A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms; No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

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6. **Cost of Offer Preparation.** The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. **Solicitation Amendments.** Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. **Federal Excise Tax.** The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 **Employee Identification.** Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. **Identification of Taxes in Offer.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. **Disclosure.** If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. **Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. **Delivery.** Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. **Sealed Envelope or Package.** Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

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2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

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2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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1. **Pre-Offer Conference:** Prospective offerors are invited to attend a pre-offer conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to explain the contents of this RFP in order to prevent any misunderstanding of the ADVS position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the ADVS at this conference. The ADVS will then determine the appropriate action required, and if necessary, issue a written amendment to the RFP. Oral statements or instructions during the pre-offer conference shall not constitute an amendment to this RFP.

Conference date: October 20, 2008

Conference time: 9:00 a.m.

Conference location: 4141 N. 3rd Street, Phoenix, Arizona, 85012

2. **Offer Acceptance (120 Days):** In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.

3. **Proposal Format:** **One (1) original and three (3) copies** of each proposal shall be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL". The material should be in sequence and related to the RFP. The ADVS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal shall include at least the following information:

- 2.1. Offer and Acceptance Form, Page 32.
- 2.2. Offerors Experiences – as described in Paragraph 5(A), Evaluation Criteria.
- 2.3. Method of Approach – as described in Paragraph 5(B), Evaluation Criteria.
- 2.4. Cost – as described in Paragraph 5(C), Evaluation Criteria.
- 2.5. Completed Price Sheet, Page 31.
- 2.10. Uniform and Special Terms and Conditions.

4. **Proposal Opening:** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will NOT be read. Proposals will not be subject to public inspection until after contract award.

5. **Evaluation Criteria:** In accordance with the A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

A. **Offerors Experiences:**

- A.1 Submit resumes of each key personnel responsible for providing services under any resultant contract. The resumes shall include at a minimum, but not limited to the following information:

- i. Identify key personnel's job title.
- ii. Description of academic background, degrees, licenses and certifications.
- iii. Description of services offered and information on related experience in a long term care facility.

- A.2 Provide an organizational chart showing the staffing lines of authority for the key personnel to be used in the project. The relationship of the project leader to the management and support personnel should be clearly illustrated.

- A.3 A summary of your firm's experience in a long term care facility. The summary shall include the following information, at a minimum:

- i. Background information on the firm.
- ii. Specific experience with an active skilled nursing facility.

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A.4 Provide a minimum of three (3) references, and include dates services were provided and the name, telephone number and email address of customer. Provide References on **page 33, Attachment A**. References shall be users of similar services as described herein. Offerors will be scored on the following criteria for each reference.

- i. Customers satisfaction with quality of services provided.
- ii. Offerors working relationship with customer.
- iii. Offerors ability to deliver in a timely manner.
- iv. Offerors performance and professional expertise.

B. Method of Approach: Offeror shall submit written narratives describing their approach to providing the services described herein. The narratives must include the following:

- B.1 A description of employee application and verification process that the Offeror utilizes to ensure competency when hiring staff.
- B.2 A description on Offerors process to verify that employees maintain current licenses and training requirements.
- B.3 A description identifying your capabilities in providing sufficient staff in Physical, Speech and Occupation Therapies. Describe your ability to attract and retain sufficient staff and detail what you will do to assure service if and when there are shortages for critical personnel.
- B.4 Provide details on your reporting program operations to ADVS management and describe your approach to marketing rehabilitative program.
- B.5 Describe your transition process from the existing contractor to your company.

C. Cost: Offeror shall provide firm, fixed prices in the space provided on the Price Sheet. Prices shall include all charges associated with completion of the services as described herein.

- 7. **Offerors Responsibility:** The Offeror is cautioned that it is the Offerors sole responsibility to submit information related to the evaluation categories and that ADVS is under no obligation to solicit such information if it is not included with the Offerors proposal. Failure by the Offeror to submit such information may cause an adverse impact on the evaluation of the Offerors proposal.
- 6. **Clarifications:** Upon receipt and opening of proposals submitted in response to this solicitation, ADVS may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.
- 7. **Discussions:** In accordance with A.R.S. 41-2534, after the initial receipt of proposals, ADVS may conduct discussions with those offerors who submit proposals determined by ADVS to be reasonably susceptible of being selected for award.
- 8. **Offshore Performance Of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve ADVS or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the United States shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
- 9. **Federal Immigration Laws, Compliance by State Contractors:** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from

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all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

10. **Vendor Registration:** Prior or issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9 Form on file with the Financial Services Division. No payments shall be made until the forms are on file. The W-9 Form may be accessed through the ADOA General Accounting website www.gao.state.az.us/vendor/.
11. **Inquiries:** Any questions related to a solicitation must be directed to the Contract Officer whose name appears on the first page. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page, and paragraph number. However, the Offeror must not place the solicitation number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due date and time.

.	<p style="text-align: center;">Uniform Terms and Conditions</p> <p style="text-align: center;">Solicitation No: VSP09-136</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 263-1814 (602) 297-6683 Fax</p>
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- 1.1 “*Attachment*” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 “*Contract*” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 “*Contract Amendment*” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 “*Contractor*” means any person who has a Contract with the State.
 - 1.5 “*Days*” means calendar days unless otherwise specified.
 - 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12 “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13 “*State Fiscal Year*” means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.

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- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the

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State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
 - 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1 Accept a decrease in price offered by the, contractor
 - 4.5.2 Cancel the Contract
 - 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.4.2 Force Majeure shall not include the following occurrences:

- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended

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by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

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7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about

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contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3 **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 **Termination for Default.**
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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1. **Purpose:** Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Arizona Department of Veterans' Services intends to establish a contract for the materials or services as listed herein.
2. **Term Of Contract (1 Year):** The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.
3. **Contract Extension (4 Years):** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to one year for a maximum of four (4) years. The contract term shall not exceed a total of five (5) years from the effective date of the contract.
4. **Contract Type:**

☒ Fixed Price
5. **Licenses:** The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
6. **Price Adjustment: (After 1 Year)** The Arizona Department of Veterans' Services may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Arizona Department of Veterans' Services shall determine whether the requested price increase or an alternate option is in the best interest of ADVS. The price increase adjustment, if approved, will be effective up the first day of the month following approval.
7. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.
8. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

 If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.
9. **State Property Protection:** Offeror shall protect its equipment from damage and shall protect state property from damage or loss in connection with performance of this contract. The Offeror shall be liable for any damage, injury or loss caused by its operations or those of its employees.
10. **Travel Expenses:** Travel and living expenses incurred by Offeror and Offeror's subcontractors, if any, shall be the responsibility of Offeror and will not be reimbursed by ADVS.
11. **Estimated Usage:** ADVS anticipates considerable activity resulting from contract that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning usage actually acquired and the fact should be taken into consideration by each potential contractor.
12. **Confidentiality Records:** The Contractor shall establish and maintain procedures and controls acceptable to ADVS for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

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13. **Contract:** The contract between ADVS and the Contractor shall consist of the solicitation as amended, any request for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any request for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, ADVS reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by written clarification, if any, the solicitation shall govern.
14. **Independent Contractor:** The Contractor shall represent himself as an independent contractor and shall not represent himself as an employee of the State. The Contractor shall be responsible for all taxes, FICA, employee fringe benefits, workers compensation, and employee insurances.
15. **Ownership:** All deliverables and/or other products of the contract (including but limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.
16. **Amendments:** Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. Any such amendment shall specify an effective date, any increase or decreases in the amount of the Contractors' compensation if applicable and entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any persons, shall be used or construed as an amendment or modification or supplementation to the contract.
17. **Authority To Contract:** This contract activity is issued under the authority of the Department of Veterans' Services, Purchasing Officer. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Purchasing Officer of the Department of Veterans' Services in the form of an official contract amendment. Any attempt to offer any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the Legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
18. **Availability Of Funds For Next Fiscal Year:** Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
19. **Cancellation (Immediate):** This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time.
20. **Safety Standards:** All equipment and/or supplies utilized under this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and The National Fire Protection Association Standards and Maricopa County Regulations (VOC's).
21. **Ordering Instructions:** Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the service requested, delivery instructions and any other pertinent information required. All State and vendor documents must reference the resultant purchase document by number.
22. **Payment:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation

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to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

23. **Transition Period:** The Contractor shall attend transition meetings with the previous contractor if deemed necessary by the ADVS. ADVS reserves the right to permit the previous contractor to complete necessary work or tasks currently in progress to aid in the transition period.

24. **Indemnification Clause:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

Insurance Requirements:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

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- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

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D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

25. **Federal Immigration Laws, Compliance by State Contractors:** By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verifications forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the state suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

26. **Americans With Disability Act of 1990:** The Contractor shall comply with the Americans With Disability Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492, et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals. People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice.

27. **Health Insurance Portability And Accountability Act Of 1996 (HIPAA):** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Veterans' Services (ADVS) in the course of performance of the contract so that both the ADVS and Contractor will be in compliance with HIPAA and other

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compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADVS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

28. **Offshore Performance Of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
29. **Pandemic Contractual Performance:**
1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b) Alternative methods to ensure there are products in the supply chain.
 - c) An up to date list of company contacts and organizational chart.
 2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
30. **E-Verify Requirement:**
1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 2. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

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1. **Introduction:**

The Arizona State Veteran Home is seeking a Contractor to provide Occupational, Speech, and Physical Therapy services for the Arizona State Veteran Home (hereinafter referred to as ASVH) in accordance with the provisions and requirements set forth herein.

2. **Background:**

The Arizona Department of Veterans' Services (ADVS), Arizona State Veteran Home (ASVH), operates a skilled nursing facility located at 4141 N. 3rd Street, Phoenix, Arizona 85012. This location is a 200-bed facility. The ASVH is in operation seven days a week, 24-hours a day. This is a state-owned and operated facility built to serve the long-term needs of the veterans (and spouses) of Arizona.

The 200 beds are divided into four 50-bed units with twenty four (24) skilled beds and a 50-bed Alzheimer's unit. There are 24 Medicare certified beds in the facility. Each unit has an individual dining room and a well decorated day room with a big screen TV. There is a centralized nursing station on each unit.

A totally committed and comprehensive nursing care program is administered 24 hours a day, seven days a week. ASVH staff offers the best in physical therapy, occupational, speech therapy, and respiratory therapy, rehabilitative work and exercise classes.

The services provided by the Arizona State Veteran Home must adapt to meet the ever-changing health care needs of the population served. Care provided at the Arizona State Veteran Home is based on the most currently accepted knowledge, practices, and technologies implemented through skilled personnel. In all levels of care, interdisciplinary approaches are planned with the resident and/or family to meet his or her needs. Programs are aimed at meeting long-term health care needs and encouraging wellness through preventive and rehabilitative services offered to assist in attaining and maintaining an optimal level of functioning.

Age, disability, or terminal illness should not limit the individual's right to experience life to the fullest extent possible. Despite the complexity of care required and the degree of disability, the Arizona State Veteran Home strives to provide care that promotes the resident's dignity, self-determination, happiness, and well-being in a home-like environment. Basic to the emphasis is fostering the individual to be a self-determining and independent as possible.

The Arizona State Veteran Home is committed to quality care. It is important to anticipate trends in care needs and plan services to meet those trends, evaluate the care provided, research new approaches, and update programming. The Arizona State Veteran Home has the responsibility to share findings with others involved in long-term health care services.

Physician services are being obtained through private practitioners, the ASVH Medical Director, and the VA Medical Center.

3. **Objective:**

The Intent of this Solicitation is to allow the Arizona Department of Veterans' Services (ADVS) to enter into a contract(s) with qualified individuals, organizations, and firms to provide Occupational, Speech, and Physical Therapy services for the residents of the Arizona State Veterans' Home (ASVH). Provide skilled Rehabilitation Therapy Services six (6) days per week and/or as required.

The Contractor shall provide Rehabilitation Therapy Services to the Arizona State Veterans' Home (ASVH) in accordance with the provision and requirements specified in this contract. These services will be used on an as needed, if needed basis. Consequently, ADVS does not guarantee the use of any resultant contract or the need for performance of services at the level indicated below.

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4. Scope of Work:

- A. **Tasks:** All staff assigned shall provide services in a thorough and professional manner in conformance with the accepted methods and practices and in strict compliance with all local and state codes, ordinances, laws and policies.

1. **Occupational Therapy Services:**

- 1.1. The **Occupational Therapist** shall be responsible for performing the following services that include, but are not limited to, the following:
 - 1.1.1. Provide occupational (clinical) therapy as prescribed by the resident's attending physician.
 - 1.1.2. Incorporate the occupational therapy program with the resident's total plan of care.
 - 1.1.3. Coordinate occupational therapy services with the resident's attending physician and the ASVH nursing staff.
 - 1.1.4. Develop and participate in in-service training programs for nursing service and other related services.
 - 1.1.5. Attend and participate in resident assessment and care planning meetings as necessary.
 - 1.1.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - 1.1.6.1. Findings,
 - 1.1.6.2. Recommendations,
 - 1.1.6.3. Plans for implementation, and
 - 1.1.6.4. Plans for continued assessments.
 - 1.1.7. Serve on the Medicare Utilization Review committee.
 - 1.1.8. Assist the attending physician in an evaluation of a resident's level of function by applying diagnostic and prognostic tests.
 - 1.1.9. Maintain the confidentiality of resident information as established by the ADVS policies and procedures.
 - 1.1.10. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.
 - 1.1.11. Follow the duties and responsibilities as outlined in the therapist's job description and the established policies and procedures.
- 1.2. The **Occupational Therapist Assistant** shall be responsible for performing the following services that include, but are not limited to, the following:
 - 1.2.1. Help residents with rehabilitative activities and exercises outlined in treatment plan developed in collaboration with an occupational therapist.
 - 1.2.2. Record residents progress for the Occupational Therapist.
 - 1.2.3. Document the billing of the resident's health insurance provider.

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- 1.2.4. Maintain a safe and therapeutic environment; clean assigned areas and equipment; inspect equipment to ensure safe working conditions and provide routine maintenance; store materials and supplies properly to preserve quality and maintain clinic appearance; inventory consumables; and procure necessary materials and equipment to implement therapeutic programs.
- 1.2.5. Maintain the confidentiality of resident information as established by the ADVS policies and procedures.
- 1.2.6. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

2. **Physical Therapy Services:**

- 2.1. The ***Physical Therapist*** shall be responsible for performing the following services that include, but are not limited to, the following:
 - 2.1.1. Provide physical therapy as prescribed by the resident's attending physician
 - 2.1.2. Render high-quality therapy services to our residents in order to prevent deformities and reduce liabilities.
 - 2.1.3. Insofar as practical, coordinate our physical therapy services with nursing and other support services.
 - 2.1.4. Assist the resident in attaining his/her highest practicable level of function.
 - 2.1.5. Alleviate pain by using physical agents such as heat, water, electricity, massages, and exercises, as ordered by the attending physician.
 - 2.1.6. Provide written physical therapy policies and procedures and job description.
 - 2.1.7. Develop and participate in in-service training programs for nursing service and other related services.
 - 2.1.8. Attend and participate in resident assessment and care planning meetings as necessary.
 - 2.1.9. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - 2.1.9.1. Findings,
 - 2.1.9.2. Recommendations,
 - 2.1.9.3. Plans for implementation, and
 - 2.1.9.4. Plans for continued assessments.
 - 2.1.10. Serve on the Medicare Utilization Review committee.
 - 2.1.11. Keep the resident's attending physician informed of the resident's progress and make appropriate recommendations.
 - 2.1.12. Maintain the confidentiality of resident information as established by the ADVS policies and procedures.
 - 2.1.13. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

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- 2.2. The ***Physical Therapist Assistant*** shall be responsible for performing the following services that include, but are not limited to, the following:
 - 2.2.1. Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.
 - 2.2.2. Under the direction and supervision of the physical therapist the physical therapist assistant shall alleviate pain by using physical agents such as heat, water, electricity, massages, and exercises, as ordered by the attending physician.
 - 2.2.3. Maintain the confidentiality of resident information as established by the ADVS policies and procedures.
 - 2.2.4. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.
3. **Speech Therapy Services:**
 - 3.1. The ***Speech-Language Pathologist*** shall be responsible for performing the following services that include, but are not limited to, the following:
 - 3.1.1. Provide such services as prescribed by the resident's attending physician.
 - 3.1.2. Plan, organize and direct speech pathology programs that meet the resident's needs.
 - 3.1.3. Coordinate such services with the attending physician and nursing service.
 - 3.1.4. Incorporate speech programs into the resident's total care plan.
 - 3.1.5. Enter written note in the resident's medical record after each treatment. (Notes indicate the treatment performed, the reaction of the resident to the treatment and are signed by the speech pathologist or audiologist.)
 - 3.1.6. Provide written speech policies and procedures and job description.
 - 3.1.7. Develop and participate in in-service training programs for nursing service and other related services.
 - 3.1.8. Attend and participate in resident assessment and care planning meetings as necessary.
 - 3.1.9. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - 3.1.9.1. Findings,
 - 3.1.9.2. Recommendations,
 - 3.1.9.3. Plans for implementation, and
 - 3.1.9.4. Plans for continued assessments.
 - 3.1.10. Serve on the Medicare Utilization Review committee.
 - 3.1.11. Instruct other health team personnel and family members in methods of assisting the resident to improve or correct a speech or swallowing disorder.
 - 3.1.12. Maintain the confidentiality of resident information as established by the ADVS policies and procedures.

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- 3.1.13. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

5. Educational Requirements

- A. Contractor shall possess all business licenses and/or certifications required by law to provide Rehabilitative Services. The Contractor shall be responsible for verifying current license/certification and to obtain copies for the personnel file. The Contractor shall present licenses and/ or certification within four (4) hours of ADVS request. Providing an employee to ADVS who has a probationary or suspended license may be cause for contract termination.

1. Occupational Therapist and Occupational Therapist Assistant:

- 1.1 The *Occupational Therapist and Occupational Therapist Assistant* shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:
- 1.1.1 Shall be licensed as an Occupational Therapist in the State of Arizona.
 - 1.1.2 Shall be a Certified Occupational Therapy Assistant in the State of Arizona.
 - 1.1.3 Shall comply with the Arizona State Board of Occupational Therapy Examiners Rules and Regulations.
 - 1.1.4 Shall comply with the Arizona Administrative Code Statutes governing in Occupational Therapy.
 - 1.1.5 Shall comply with the Arizona Revised Statutes governing in Occupational Therapy.
 - 1.1.6 Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

2. Physical Therapist and Physical Therapist Assistant:

- 2.1 The *Physical Therapist and Physical Therapist Assistant* shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:
- 2.1.1 Licensed as a physical therapist in the State of Arizona.
 - 2.1.2 Shall comply with the Arizona State Board of Physical Therapy Rules and Regulations.
 - 2.1.3 Shall comply with the Arizona Administrative Code Statutes governing Physical Therapy.
 - 2.1.4 Shall comply with the Revised Statutes governing Physical Therapy.
 - 2.1.5 Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

3. Speech-Language Pathologist:

- 3.1 The *Speech-Language Pathologist* shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:
- 3.1.1 Shall be licensed as a Speech Language Pathologist in the State of Arizona.
 - 3.1.2 Shall have Certification of Clinical Competence in Speech Language Pathology granted by the American Speech and Hearing Association.
 - 3.1.3 Shall comply with the Arizona Administrative Code Statutes governing Speech Pathology.
 - 3.1.4 Shall comply with the Revised Statutes governing in Physical Therapy.
 - 3.1.5 Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

6. General Requirements

1. All staff assigned to ADVS, pursuant to the agreement shall, for all purposes, be considered employees of the Contractor only. The Contractor shall assume sole and exclusive responsibility for the payment of wages and any benefits to employees providing services to ADVS.
2. The Contractor shall assign a Regional Director of Operations to ensure all therapist are providing services outlined in the contract and are in maximum compliance with all regulations as well as customer satisfaction.
3. The Contractor shall ensure that all employees assigned to work at ASVH have a T.B. tuberculin screening before commencing work and yearly thereafter. The Contractor shall provide results to ASVH within two (2) hours of request.

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4. The Contractor shall provide ADVS with a comprehensive rehabilitation program to include screenings of residents, in-services, meeting attendance and consultation requested at no additional expense to ADVS. Time-intensive, special projects may be billed at an agreed contractually hourly rate only when pre-approved by ADVS, Purchasing Office.
5. Provide continuous services to the ASVH during the term of this contract and, in accordance therewith, arrange to provide the services of another therapist during any absence, vacation, period of illness, or limited period when the therapist is not available.
6. The Contractor's employee(s) will be supervised by the ADVS. The ADVS shall have direct control over the daily activities of the Contractor's employee(s); and in the event any such employee shall fail to adhere to the ADVS directions or security regulations or demonstrate that they are not qualified to perform the duties required, the ADVS shall notify the Contractor who shall not exceed sixteen (16) normal working hours (two working days) to replace such employee at no cost to the ADVS.
7. The Contractor shall provide and maintain written documentation, including appropriate services coding, in individual charts of patient treatment, progress and evaluation in accordance with ADVS policies and procedures, and in accordance with requirements of Federal and State governmental agencies and other third party payers.
8. Work policies, standards and procedures established by the ADVS shall be followed at all times. The Contractor and his/her employee(s) shall conform in all respects with regard to physical, fire and security regulations while on the premises of the ADVS.
9. All personnel assigned must attend the ASVH employee orientation.
10. Quality Control:
 - 10.1. All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the ASVH. Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the ADVS.
 - 10.2. The ADVS shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual.
11. Personnel provided by the Contractor must follow ADVS rules, including:
 - 11.1. No smoking in the work area.
 - 11.2. Signing in and presenting positive identification upon reporting for duty.
 - 11.3. Interacting cordially with ADVS personnel.
 - 11.4. Responding professionally to ADVS supervisory personnel.
 - 11.5. Following other State/ADVS rules as required.
 - 11.6. Park in ADVS assigned locations when reporting for duty.
 - 11.7. Referred personnel shall be immediately productive, requiring minimal training and orientation.
12. The Contractor shall be responsible for Credentialing and Privileging. Credentialing is the process of obtaining, verifying, and assessing the qualifications of a health care practitioner, which may include rehabilitative therapists, physicians, podiatrists, dentists, psychologists, physician assistants, nurse practitioners, licensed nurses to provide patient care services in or for a health care organization. Privileging is the process whereby a specific scope and content of patient care services

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP09-136</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 263-1814 (602) 297-6683 Fax</p>
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are authorized for health care practitioner by the Contractor, based on evaluation of the individual's credentials and performance.

12.1. The Contractor must uniformly apply credentialing criteria to licensed practitioners applying to provide resident care or treatment under the facility's care.

12.2. The Contractor must verify and uniformly apply the following core criteria: current licensure; current certification, if applicable, relevant education, training, and experience; current competence; and a statement that the individual is able to perform the services he or she is applying to provide.

12.3. The Contractor must decide whether to authorize the independent practitioner to provide resident care or treatment, and each credentials file must indicate that these criteria are uniformly and individually applied.

12.4. The Contractor must maintain documentation of current credentials for each licensed independent practitioner providing services to residents residing at ASVH.

12.5. When reappointing a licensed independent practitioner, the Contractor must review the individual's record of experience.

12.6. The Contractor systematically must assess whether individuals with clinical privileges act within the scope of work.

12.7. The Contractor shall provide copies of credential records and applications to the ADVS Purchasing Office for each licensed practitioner providing services at ASVH.

13. Work Area: ADVS shall provide office and treatment space to the Contractor, as necessary, for the purpose of rendering services as outlined in the contract. ADVS shall supply and furnish the basic equipment necessary for the proper operation of rehabilitative services.

14. In the event ADVS terminates the Contractor's services prior to the completion of the initial term of six (6) months, ADVS agrees to reimburse the Contractor for recruitment, program development and associated cost of therapy staffing at a rate agreed upon by both parties. The requirement shall be waived if ADVS determines that the Contractor is not adhering to the tasks, requirements and terms and conditions set forth in the contract.

15. The Contractor shall assist ADVS to formulate marketing strategies to promote the qualities, values and care of the rehabilitation program and to develop and maintain communication channels with community health care providers and physician groups. Marketing strategies shall be provided at no additional cost to ADVS.

7. Reports

A. The Contractor shall submit the following written monthly reports, at a minimum, to ADVS.

1. A full statement of services indicating services rendered, the name of resident treated and time expended by minutes per resident broke out by discipline and payor source (Medicare A, Medicare B, HMO's, Private Pay).

B. The Contractor shall inform ADVS in writing and receive approval prior to initiating any significant changes in procedure related to patient care, billing and scope of work.

C. The Contractor shall maintain security over all records, reports and related material and shall release such information only in a manner authorized by ADVS.

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP09-136</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 263-1814 (602) 297-6683 Fax</p>
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8. Notices, Correspondence, Reports, Invoices and Payments:

1. Invoices shall be submitted within thirty (30) days of completion of work. The invoices shall be sent to the following address:

Arizona Department of Veterans' Services
Accounts Payable
4141 N. 3rd Street
Phoenix, AZ 85012
Phone: (602) 512-2948 Fax: (602) 265-3497

The Contractor shall inform ADVS in writing and receive approval prior to initiating any significant changes in procedures related to billing, and Scope of Work.

2. Contract Amendments, Correspondence, Purchase Order inquiries shall be sent to the following address:

Arizona Department of Veterans' services
Purchasing Office
4141 N. 3rd Street
Phoenix, AZ 85012
Phone: (602) 263-1814 Fax: (602) 222-6687

3. Invoices shall be paid by ADVS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADVS shall pay the undisputed part according to the payment terms described above.

Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:

Contractor _____

Address _____

Address _____

City, State, Zip _____

	Price Sheet Solicitation No: VSP09-136	ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3 RD Street Phoenix, Arizona 85012 (602) 263-1814 (602) 297-6683 Fax
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Description	Hourly Rate
Physical Therapist	\$ _____
Occupational Therapist	\$ _____
Speech-Language Pathologist	\$ _____
Physical Therapy Assistant	\$ _____
Certified Occupational Therapy Assistant	\$ _____
Rehabilitation Aide	\$ _____
The Contractor shall state below a percentage of cost for the Medicare fee schedule. <div style="text-align: right;">Medicare Fee Schedule% _____</div>	

In the event the State exercises its option to renew the contract for additional periods pursuant to the applicable provisions in the Special Terms and Conditions section of this document, the Contractor should provide the maximum percentages of increase or minimum percentage of decrease for each renewal period in the spaces below. The Contractor is cautioned that the percentages shall be computed against the **ORIGINAL** contract price for each renewal period. If the following blanks are not completed, prices during renewal periods shall be the same as during the original. Further, the Contractor is advised that the State of Arizona does not automatically grant any increase at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

1st Renewal Period _____ % Maximum Increase
2nd Renewal Period _____ % Maximum Increase
3rd Renewal Period _____ % Maximum Increase
4th Renewal Period _____ % Maximum Increase

AUTHORIZED SIGNATURE

DATE

	<h1 style="margin: 0;">Offer and Contract Award</h1> <h2 style="margin: 0;">Solicitation No. VSP09-136</h2>	ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3 RD Street Phoenix, Arizona 85012 (602) 263-1814 (602) 297-6683 Fax
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OFFER

The Undersigned hereby offers and agrees to furnish the material, service(s) or construction in compliance with all the terms, conditions, specifications any amendments in the Request and any written exceptions in the Offer.

Offeror's Name	Name of Person Authorized to Sign Offer
Street Address	Title of Authorized Person
City	Signature of Authorized Person
State	Date of Offer
Zip Code	
Telephone Number: _____	Facsimile Number: _____
E-mail Address: _____	
Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____	
Offeror's Federal Employer Identification Number: _____	

<u>Acknowledgement of Amendment(s):</u>	Amendment No. Date	Amendment No. Date
(Offeror acknowledges receipt of amendment(s)	_____	_____
to the Request for Proposals and related	_____	_____
documents numbered and dated	_____	_____

Certification
 By signature in the Offer section above, the offeror certifies:
 In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.
 In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFP and Your Offer, as accepted by the State.

This contract will henceforth be referred to as Contract No. _____.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until you receive an executed purchase order, contract release document or written notice to proceed, if applicable.

State of Arizona
 Awarded this _____ day of _____, 2008

 Kelli Gourdoux, Purchasing Officer

Attachment A – References
Solicitation No. VSP09-136

**ARIZONA DEPARTMENT
OF VETERANS' SERVICES**
4141 N. 3RD Street
Phoenix, Arizona 85012
(602) 263-1814
(602) 297-6683 Fax

Offeror shall provide a minimum of three (3) references
References shall be users of similar products as described in the solicitation.

Reference #1:

Company Name: _____

Date of Services Provided: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

Reference #2

Company Name: _____

Date of Services Provided: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

Reference #3

Company Name: _____

Date of Services Provided: From: _____ To: _____


Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

	<h1>CERTIFICATE OF INSURANCE</h1>	ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3 RD Street Phoenix, Arizona 85012 (602) 263-1814 (602) 297-6683 Fax																																																								
ContractNo: VSP09-136																																																										
PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS																																																										
NAME AND ADDRESS OF INSURANCE AGENCY	A	COMPANY LETTER COMPANIES AFFORDING COVERAGE																																																								
	B																																																									
Name And Address of Insured	C																																																									
	D																																																									
This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time																																																										
Company Letter		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="316 808 669 892">Type of Insurance</th> <th data-bbox="669 808 885 892">Policy Number</th> <th data-bbox="885 808 1120 892">Policy Expiration Date</th> <th data-bbox="1120 808 1515 892">Limits of Liability Minimum – Each Occurrence</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Comprehensive General Liability</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Premises Operations</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Contractual</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Independent Contractors</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Products/Completed Operations</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Personal Injury</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Broad Form Property Damage</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Explosion & Collapse (If Applicable)</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Underground Hazard (If Applicable)</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Comprehensive Auto Liability Including Non-Owned (If</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Umbrella Liability</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Workmen's Compensation and Employer's Liability</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence	<input type="checkbox"/> Comprehensive General Liability				<input type="checkbox"/> Premises Operations				<input type="checkbox"/> Contractual				<input type="checkbox"/> Independent Contractors				<input type="checkbox"/> Products/Completed Operations				<input type="checkbox"/> Personal Injury				<input type="checkbox"/> Broad Form Property Damage				<input type="checkbox"/> Explosion & Collapse (If Applicable)				<input type="checkbox"/> Underground Hazard (If Applicable)				<input type="checkbox"/> Comprehensive Auto Liability Including Non-Owned (If				<input type="checkbox"/> Umbrella Liability				<input type="checkbox"/> Workmen's Compensation and Employer's Liability				<input type="checkbox"/> Other			
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State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.		It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.																																																								
Name and Address of Certificate Holder:		<div style="text-align: right;"> Date Issued _____ _____ Authorized Representative </div>																																																								

.	<p align="center">REQUEST FOR PROPOSAL CHECKLIST</p> <p align="center">Solicitation No: VSP09-136</p>	<p align="center">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 263-1814 (602) 297-6683 Fax</p>
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The information listed below is supplied for the Offeror's convenience. The list identifies sections that must be completed by the Offeror and additional information that is required to be submitted with the bid.

The checklist must be returned with the proposal.

ITEM

**PLEASE CHECK
WHEN COMPLETED**

OFFER AND ACCEPTANCE

SPECIAL INSTRUCTIONS TO OFFERORS

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

CERTIFICATE OF INSURANCE (Upon Award)

PRICE SHEET

W-9 (to download form go to www.gao.state.az.us/vendor/)
